

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF LIEN ON PATENTS AND TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		12/23/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	RUSS BERRIE U.S. GIFT, INC.
<b>Street Address:</b>	2520 ROUTE 130
<b>City:</b>	CRANBURY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08512
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	76535128	APPAWS
Registration Number:	1223558	APPLAUSE
Registration Number:	1251348	APPLAUSE
Registration Number:	1190130	
Registration Number:	1297278	BAXTER
Registration Number:	1966741	BEARS FROM THE PAST
Registration Number:	2558179	CELEBRATE AMERICA
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE
Registration Number:	2635742	GIRL POWRRR...
Registration Number:	1956063	HEARTCRAFT COLLECTION
Registration Number:	1333415	HOT STUFF
Registration Number:	2482505	LUV PETS
Registration Number:	2635758	MAKE SOMEONE HAPPY
Registration Number:	2891296	RUSS

CH \$465.00 76535128

Serial Number:	78093369	RUSS HOME
Registration Number:	2260182	RUSSPLUS
Registration Number:	2809975	SKRIBBLES
Registration Number:	2372339	VINTAGE EDITION

**CORRESPONDENCE DATA**

Fax Number: (212)836-8689  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128367999  
Email: stobias@kayescholar.com  
Correspondent Name: STANLEY TOBIAS  
Address Line 1: C/O KAYE SCHOLER LLP, 425 PARK AVE  
Address Line 2: 16-68  
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	06340-0001
NAME OF SUBMITTER:	Stanley Tobias
Signature:	/Stanley Tobias/
Date:	12/24/2008

**Total Attachments: 17**  
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**TERMINATION AND RELEASE OF LIEN ON PATENTS AND TRADEMARKS**

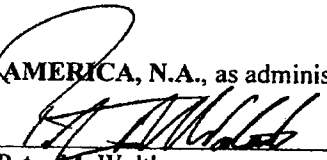
WHEREAS, pursuant to that certain Patent and Trademark Security Agreement, dated as of March 14, 2006 (as amended, restated or otherwise modified, the "Agreement") between Russ Berrie U.S. Gift, Inc., a Delaware corporation ("Assignor") and Bank of America, N.A., a national banking association, as successor by merger to LaSalle Business Credit, LLC and LaSalle Bank National Association, in its capacity as administrative agent ("Assignee"), which Agreement was recorded with the United States Patent and Trademark Office on March 24, 2006, on reel 3326 frame 0481, Assignor granted to the Assignee a security interest in and lien on all of the Assignor's right, title and interest in, to (1) (a) all of its trademarks, trade names, registered trademarks, and trademark applications, including, without limitation, those referred to on Schedule 1 hereto, trademark licenses to which it is a party, and all goodwill associated therewith, (b) all reissues, continuations or extensions of the foregoing, and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future infringement of any trademark, any trademark issued pursuant to any trademark application, or any trademark licensed under any trademark license, including, without limitation, any trademark and trademark license referred to in Schedule 1 annexed hereto (items 1(a) through 1(c) being herein collectively referred to as, the "Trademark Collateral") and (2) (a) all of its patents and patent applications including, without limitation, those referred to on Schedule 1 hereto and patent licenses to which it is a party, and all goodwill associated therewith (b) all reissues, continuations or extensions of the foregoing, and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future infringement of any patent, any patent issued pursuant to any patent application, or any patent licensed under any patent license including, without limitation, any patent and patent license referred to in Schedule 1 annexed hereto (items 2(a) through 2(c) being herein collectively referred to as, the "Patent Collateral"); and

WHEREAS, the Assignee desires to release its security interest in and lien on the Trademark Collateral including the trademarks set forth on Schedule 1 attached hereto and the Patent Collateral including the patents set forth on Schedule 1 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee does hereby terminate, release and discharge its security interest in and lien on the Trademark Collateral and the Patent Collateral, and reassigns to Assignor all right, title and interest of the Assignee in and to such Trademark Collateral and Patent Collateral.

Date: December 23, 2008

BANK OF AMERICA, N.A., as administrative agent

By:   
Name: Peter M. Walther  
Title: Senior Vice President

**SCHEDULE 1**

**Trademarks and Trademark Applications**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPAWS	App. No. 76/535,128
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE	Reg. No. 1,223,558
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,251,348
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,190,130
Russ Berrie U.S. Gift, Inc.	UNITED STATES	BAXTER	Reg. No. 1,297,278
Russ Berrie U.S. Gift, Inc.	UNITED STATES	BEARS FROM THE PAST	Reg. No. 1,966,741
Russ Berrie U.S. Gift, Inc.	UNITED STATES	CELEBRATE AMERICA	Reg. No. 2,558,179
Russ Berrie U.S. Gift, Inc.	UNITED STATES	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1,230,618
Russ Berrie U.S. Gift, Inc.	UNITED STATES	GIRL POWRRR...	Reg. No. 2,635,742
Russ Berrie U.S. Gift, Inc.	UNITED STATES	HEARTCRAFT COLLECTION	Reg. No. 1,956,063
Russ Berrie U.S. Gift, Inc.	UNITED STATES	HOT STUFF	Reg. No. 1,333,415

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

**TRADEMARK**  
**REEL: 003909 FRAME: 0114**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	UNITED STATES	LUV PETS	Reg. No. 2,482,505
Russ Berrie U.S. Gift, Inc.	UNITED STATES	MAKE SOMEONE HAPPY	Reg. No. 2,635,758
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS & Design	Reg. No. 2,891,296
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS HOME	App. No. 78/093,369
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSSPLUS	Reg. No. 2,260,182
Russ Berrie U.S. Gift, Inc.	UNITED STATES	SKRIBBLES	Reg. No. 2,809,975
Russ Berrie U.S. Gift, Inc.	UNITED STATES	VINTAGE EDITION	Reg. No. 2,372,339
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.889.438 (Renewal of Reg. No. 1.400.503)
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.357.309
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.743.356 (Renewal of Reg. No. 1.339.312)
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	APPLAUSE (Design)	Reg. No. Reg. No. A361197
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Design	Reg. No. A405,292

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

**TRADEMARK**  
**REEL: 003909 FRAME: 0115**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Device	Reg. No. B444,252
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Device	Reg. No. B444,253
Russ Berrie U.S. Gift, Inc.	BENELUX	APPLAUSE	Reg. No. 730983
Russ Berrie U.S. Gift, Inc.	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 730984
Russ Berrie U.S. Gift, Inc.	BENELUX	RUSS and Design	Reg. No. 383.060
Russ Berrie U.S. Gift, Inc.	BRAZIL	RUSS and Design	Reg. No. 816350752
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE	Reg. No. 304224
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE (Design)	Reg. No. 304223
Russ Berrie U.S. Gift, Inc.	CANADA	MAKE SOMEONE HAPPY	Reg. No. TMA592292
Russ Berrie U.S. Gift, Inc.	CANADA	RUSS & Design	Reg. No 301,773
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS	Reg. No 278.116
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS BERRIE	Reg. No 278.117
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 924294
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 905751
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1092630
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1082253
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1070211

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TRADEMARK  
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<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	COLUMBIA	RUSS	Reg. No 168902
Russ Berrie U.S. Gift, Inc.	COSTA RICA	RUSS & Design	Reg. No 70.692
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS LOGO	180 BOOK 141
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS PLUS	79 BOOK 53
Russ Berrie U.S. Gift, Inc.	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	App. 004180717
Russ Berrie U.S. Gift, Inc.	FRANCE	APPLAUSE	Reg. No 3136799
Russ Berrie U.S. Gift, Inc.	FRANCE	RUSS and Design	Reg. No 1,271,767
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE	Reg. No. 1050030
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE (Design)	Reg. No. 1075372
Russ Berrie U.S. Gift, Inc.	GERMANY	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 2039483
Russ Berrie U.S. Gift, Inc.	GERMANY	RUSS and Design	Reg. No 1,075,676
Russ Berrie U.S. Gift, Inc.	HONG KONG	RUSS	Reg. No B1635
Russ Berrie U.S. Gift, Inc.	ISRAEL	RUSS	Reg. No 58748
Russ Berrie U.S. Gift, Inc.	ITALY	RUSS (LABEL)	Reg. No 686759
Russ Berrie U.S. Gift, Inc.	JAPAN	RUSS & Design	Reg. No. 4774675

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<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	KOREA	RUSS and Design	Reg. No 114480
Russ Berrie U.S. Gift, Inc.	MALAYSIA	RUSS Design	Reg. No 86/05514(B)
Russ Berrie U.S. Gift, Inc.	MEXICO	APPLAUSE (Design)	App. No. 694945
Russ Berrie U.S. Gift, Inc.	MEXICO	EVERYONE LOVES TO GET APPLAUSE	App. No. 694946
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 377590
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 393700
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 382026
Russ Berrie U.S. Gift, Inc.	NEW ZEALAND	RUSS and Device	Reg. No 164554
Russ Berrie U.S. Gift, Inc.	PANAMA	RUSS	Reg. No 36349
Russ Berrie U.S. Gift, Inc.	PERU	RUSS and Design	Reg. No 80444
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS and Butterfly Design	Reg. No 49670 (1,196,194-USA)
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS and Butterfly Design	Reg. No 67666
Russ Berrie U.S. Gift, Inc.	POLAND	RUSS	App. No. Z-200594

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<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/ Registration Number</b>
Russ Berrie U.S. Gift, Inc.	PUERTO RICO	RUSS and Design	Reg. No 25,984
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS and Device	Reg. No. 272706
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS and Device	Reg. No. 290097
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS and Design	Reg. No T86/04251H (formerly 4251/86)
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS and Design	Reg. No T86/02247I (formerly 2247/86)
Russ Berrie U.S. Gift, Inc.	SOUTH AFRICA	RUSS (SPECIAL FORM)	Reg. No B82/2552
Russ Berrie U.S. Gift, Inc.	SWITZERLAND	RUSS and Design	Reg. No 332925
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 255821
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 255887
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 259886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 266296
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 267160

PATENT AND TRADEMARK SECURITY AGREEMENT

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**TRADEMARK**  
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<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Trademark Application/Registration Number</b>
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 269334
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 273776
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 255820
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 255886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 259885
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 273775
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 908088
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 901998
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 917138
Russ Berrie U.S. Gift, Inc.	THAILAND	RUSS and Design	Reg. No 111322
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	APPLAUSE (Design)	Reg. No. 1155354
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1298343
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302734
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302735
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302736
Russ Berrie U.S. Gift, Inc.	URUGUAY	RUSS and Design	Reg. No 215.261

PATENT AND TRADEMARK SECURITY AGREEMENT

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**TRADEMARK**  
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Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	VENEZUELA	RUSS	Reg. No 114623-F

Licenses Such of the following which by their terms include or constitute a trademark license:

1. License Agreement dated December 20, 1989 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on April 12, 1991, April 26, 1993, November 11, 1994 and June 15, 2000 (Pregnancy Calendar), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
2. Exclusive License Agreement dated July 12, 1991 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on March 29, 1994, November 11, 1994 and June 15, 2000 (Baby's First Year Calendar), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
3. Exclusive License Agreement dated July 31, 1992 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on November 11, 1994 (Wedding Planner), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
4. Exclusive License Agreement dated October 22, 2001 by and between Kirk Morgenegg d/b/a Kirk's Kritters and Russ Berrie and Company, Inc., as amended as of September 28, 2005 (Angel Cheeks), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
5. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
6. Exclusive License Agreement dated as of May 8, 1998 by and between D&D Studios, Inc. and Russ Berrie and Company, Inc., as assigned to Doug Harris on May 29, 2001, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
7. Exclusive License Agreement dated October 1, 2003 by and between My Favorite Company, Inc. and Russ Berrie and Company, Inc., as amended on September 21, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
8. Merchandise License Agreement dated December 15, 2003 by and between The Meow Mix Company and Russ Berrie and Company, Inc., as amended on February 6, 2004, March 24, 2004, April 22, 2004 and May 12, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
9. License Agreement effective as of June 30, 2004 by and between Marvel Enterprises, Inc., Marvel Characters, Inc. and Russ Berrie and Company, Inc. and its subsidiaries and affiliates, as amended effective as of July 8, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

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10. License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
11. Exclusive License Agreement dated November 24, 2003 by and between Steven L. Hoeffner and Russ Berrie and Company, Inc. (as of May 10, 2005, in process of being terminated), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
12. Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
13. Exclusive License Agreement dated October 1, 2003 by and between Sunday's Child LLC and Russ Berrie and Company, Inc., as amended on September 27, 2004 (Bonnie Lynn Loduha), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
14. Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
15. Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc. (Ceramic novelty items), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
16. Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
17. Merchandising Agreement dated June 25, 2004 by and between EMI Robbins Catalog Inc. and Russ Berrie and Company, Inc. and Assignment by Lowell Christensen, Michael Kryton and David Petovar dated September 5, 2004 ("Singin' in the Rain"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
18. License Agreement dated January 21, 2004 by and between Music & Media International, Inc. o/b/o Golden Bell Songs and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", U.S. and Canada), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
19. Agreement dated as of July 30, 2004 by and between Warner/Chappell Music, Inc. and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", worldwide, except U.S. and Canada), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
20. "Ziggy" License Agreement dated as of August 20, 2004 by and between Andrews McMeel Universal, Ziggy & Friends, Inc. and Russ Berrie and Company, Inc. (Ziggy), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
21. Merchandise License Agreement dated as of October 5, 2004 by and between Dreamworks L.L.C. and Russ Berrie and Company, Inc., as amended as of January 11, 2005 (Madagascar), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
22. License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. c/o Sanrio International Marketing and Russ Berrie and Company, Inc., as amended August 22, 2005 (as of February 1, 2005) and as of May 1, 2005, to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.

PATENT AND TRADEMARK SECURITY AGREEMENT

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23. Exclusive License Agreement dated September 24, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc., as amended on December 1, 2003 (U.K. contract for "Characters by Rikey and Jo"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
24. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
25. License Agreement dated October 18, 2004 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Alice's Bear Shop Concept"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
26. License Agreement dated November 30, 2004 by and between Warner Bros. Consumer Products Inc. and Russ Berrie and Company, Inc., as amended January 19, 2005 (Scooby-Doo), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
27. License Agreement dated as of October 1, 2004 by and between Debby Carman, Faux Paw Productions, Inc., Russ Berrie and Company, Inc. and O Tay!, Inc. (Pet products), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
28. License Agreement dated as of December 24, 2004 between Hasbro, Inc. and Hasbro International, Inc. and Russ Berrie and Company, Inc., as amended on May 18, 2005 (Raggedy Ann and Raggedy Andy soft dolls), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
29. License Agreement dated as of December 24, 2004 between Simon & Schuster, Inc. and Russ Berrie and Company, Inc. (Raggedy Ann and Raggedy Andy gift items), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
30. Agreement dated May 19, 2004 and effective as of January 1, 2004 by and between Summy-Birchard Music, a division of Summy-Birchard, Inc., and Russ Berrie and Company, Inc. ("Happy Birthday to You" song) (expired but the parties continue to do business; amendment to Agreement in process), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
31. License Agreement dated as of January 1, 2005 by and between Zelda Wisdom, Inc. and Russ Berrie and Company, Inc., as amended as of February 1, 2005 (Zelda Wisdom Dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
32. Master Merchandising License Agreement dated April 19, 2005 between Universal Studios Licensing LLLP and Russ Berrie and Company, Inc. (The Little Engine That Could and Curious George), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
33. Distribution Agreement dated as of January 1, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Tutti Cuti), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
34. Agreement dated January 25, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Swing Cards), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

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35. Short Form License Agreement dated as of December 1, 2004 between Classic Media, Inc. and Russ Berrie and Company, Inc. (Pat the Bunny)
36. Musical Product License dated as of January 1, 2005 by and between Cherry Lane Music Publishing Company, Inc. (on behalf of itself, Cherry River Music Co., Songs of the Knoll, and Acoustic Music) and Russ Berrie and Company, Inc. (Monster Mash), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
37. Merchandising License Agreement dated as of May 1, 2005 between Twentieth Century Fox Licensing and Merchandising, a division of Fox Entertainment Group, Inc. and Russ Berrie and Company, Inc. (The Simpsons), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
38. License Agreement between Talula Rose, LLC and Russ Berrie and Company, Inc., effective as of June 1, 2005, amended as of September 19, 2005 (Valentine's Day collection), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
39. Merchandise and Trademark License Agreement between New England Confectionary Company and Russ Berrie and Company, Inc., effective as of November 17, 2005 (Necco Sweethearts), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
40. Digital Music Chip License Agreement between September Music Corp. and Russ Berrie and Company Inc., made as of September 1, 2005 ("The Chicken Dance"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
41. Make-A-Wish Foundation International License Agreement between Make-A-Wish Foundation International and Russ Berrie and Company, Inc., effective as of September 1, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
42. Merchandise and Trademark License Agreement between Make-A-Wish Foundation of America and Russ Berrie and Company, Inc., made as of August 31, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
43. Exclusive License Agreement between Hybeamz, LLC and Russ Berrie and Company, Inc. effective as of August 18, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
44. Merchandising License Agreement between EMI Feist Catalog Inc. and Russ Berrie and Company, Inc., effective as of January 1, 2005 ("Santa Claus is Comin' To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
45. Merchandise Agreement between The Songwriters Guild of America o/b/o Haven Gillespie Music and Russ Berrie and Company, Inc., dated January 1, 2005 ("Santa Claus Is Coming To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
46. Letter Agreement between Wrangler Apparel Corp. and Russ Berrie and Company, Inc., dated August 12, 2005 (partially executed), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
47. Music License Agreement between Peer International Corporation and Russ Berrie and Company, Inc., made as of October 3, 2005 ("You Are My Sunshine"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
48. Exclusive License Agreement between Watermark Publishing Limited and Russ Berrie and Company, Inc., effective as of October 21, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

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**TRADEMARK**  
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**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents and Patent Applications**

None.

**Licenses** Such of the following which by their terms include or constitute a patent license:

1. License Agreement dated December 20, 1989 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on April 12, 1991, April 26, 1993, November 11, 1994 and June 15, 2000 (Pregnancy Calendar), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
2. Exclusive License Agreement dated July 12, 1991 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on March 29, 1994, November 11, 1994 and June 15, 2000 (Baby's First Year Calendar), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
3. Exclusive License Agreement dated July 31, 1992 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on November 11, 1994 (Wedding Planner), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
4. Exclusive License Agreement dated October 22, 2001 by and between Kirk Morgenegg d/b/a Kirk's Kritters and Russ Berrie and Company, Inc., as amended as of September 28, 2005 (Angel Cheeks), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
5. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
6. Exclusive License Agreement dated as of May 8, 1998 by and between D&D Studios, Inc. and Russ Berrie and Company, Inc., as assigned to Doug Harris on May 29, 2001, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
7. Exclusive License Agreement dated October 1, 2003 by and between My Favorite Company, Inc. and Russ Berrie and Company, Inc., as amended on September 21, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
8. Merchandise License Agreement dated December 15, 2003 by and between The Meow Mix Company and Russ Berrie and Company, Inc., as amended on February 6, 2004, March 24, 2004, April 22, 2004 and May 12, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
9. License Agreement effective as of June 30, 2004 by and between Marvel Enterprises, Inc., Marvel Characters, Inc. and Russ Berrie and Company, Inc. and its subsidiaries and affiliates, as amended effective as of July 8, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
10. License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

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11. Exclusive License Agreement dated November 24, 2003 by and between Steven L. Hoeffner and Russ Berrie and Company, Inc. (as of May 10, 2005, in process of being terminated), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
12. Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
13. Exclusive License Agreement dated October 1, 2003 by and between Sunday's Child LLC and Russ Berrie and Company, Inc., as amended on September 27, 2004 (Bonnie Lynn Loduha), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
14. Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
15. Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc. (Ceramic novelty items), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
16. Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
17. Merchandising Agreement dated June 25, 2004 by and between EMI Robbins Catalog Inc. and Russ Berrie and Company, Inc. and Assignment by Lowell Christensen, Michael Kryton and David Petovar dated September 5, 2004 ("Singin' in the Rain"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
18. License Agreement dated January 21, 2004 by and between Music & Media International, Inc. o/b/o Golden Bell Songs and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", U.S. and Canada), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
19. Agreement dated as of July 30, 2004 by and between Warner/Chappell Music, Inc. and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", worldwide, except U.S. and Canada), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
20. "Ziggy" License Agreement dated as of August 20, 2004 by and between Andrews McMeel Universal; Ziggy & Friends, Inc. and Russ Berrie and Company, Inc. (Ziggy), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
21. Merchandise License Agreement dated as of October 5, 2004 by and between Dreamworks L.L.C. and Russ Berrie and Company, Inc., as amended as of January 11, 2005 (Madagascar), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
22. License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. c/o Sanrio International Marketing and Russ Berrie and Company, Inc., as amended August 22, 2005 (as of February 1, 2005) and as of May 1, 2005, to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
23. Exclusive License Agreement dated September 24, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc., as amended on December 1, 2003 (U.K. contract for "Characters by Rikey and Jo"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

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24. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
25. License Agreement dated October 18, 2004 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Alice's Bear Shop Concept"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
26. License Agreement dated November 30, 2004 by and between Warner Bros. Consumer Products Inc. and Russ Berrie and Company, Inc., as amended January 19, 2005 (Scooby-Doo), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
27. License Agreement dated as of October 1, 2004 by and between Debby Carman, Faux Paw Productions, Inc., Russ Berrie and Company, Inc. and O Tay!, Inc. (Pet products), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
28. License Agreement dated as of December 24, 2004 between Hasbro, Inc. and Hasbro International, Inc. and Russ Berrie and Company, Inc., as amended on May 18, 2005 (Raggedy Ann and Raggedy Andy soft dolls), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
29. License Agreement dated as of December 24, 2004 between Simon & Schuster, Inc. and Russ Berrie and Company, Inc. (Raggedy Ann and Raggedy Andy gift items), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
30. Agreement dated May 19, 2004 and effective as of January 1, 2004 by and between Summy-Birchard Music, a division of Summy-Birchard, Inc., and Russ Berrie and Company, Inc. ("Happy Birthday to You" song) (expired but the parties continue to do business; amendment to Agreement in process), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
31. License Agreement dated as of January 1, 2005 by and between Zelda Wisdom, Inc. and Russ Berrie and Company, Inc., as amended as of February 1, 2005 (Zelda Wisdom Dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
32. Master Merchandising License Agreement dated April 19, 2005 between Universal Studios Licensing LLLP and Russ Berrie and Company, Inc. (The Little Engine That Could and Curious George), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
33. Distribution Agreement dated as of January 1, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Tutti Cuti), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
34. Agreement dated January 25, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Swing Cards), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
35. Short Form License Agreement dated as of December 1, 2004 between Classic Media, Inc. and Russ Berrie and Company, Inc. (Pat the Bunny)

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38. License Agreement between Talula Rose, LLC and Russ Berrie and Company, Inc., effective as of June 1, 2005, amended as of September 19, 2005 (Valentine's Day collection), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
39. Merchandise and Trademark License Agreement between New England Confectionary Company and Russ Berrie and Company, Inc., effective as of November 17, 2005 (Necco Sweethearts), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
40. Digital Music Chip License Agreement between September Music Corp. and Russ Berrie and Company Inc., made as of September 1, 2005 ("The Chicken Dance"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
41. Make-A-Wish Foundation International License Agreement between Make-A-Wish Foundation International and Russ Berrie and Company, Inc., effective as of September 1, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
42. Merchandise and Trademark License Agreement between Make-A-Wish Foundation of America and Russ Berrie and Company, Inc., made as of August 31, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
43. Exclusive License Agreement between Hybeamz, LLC and Russ Berrie and Company, Inc. effective as of August 18, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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47. Music License Agreement between Peer International Corporation and Russ Berrie and Company, Inc., made as of October 3, 2005 ("You Are My Sunshine"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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